

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARBOR MULTIFAMILY LENDING, LLC		07/16/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS CREDIT AGENT		
Street Address:	225 Franklin Street, Second Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1744027	ARBOR	
Registration Number:	3504400	GROWING FINANCIAL PARTNERSHIPS	
Registration Number:	4139106		
Registration Number:	4139034	NO MATTER HOW YOU WORD IT, WE DO MULTIFA	
Serial Number:	86504082	ALEX	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F164333		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	07/18/2016		

OP \$140.00 1744027

Total Attachments: 4

source=ARBOR MULTIFAMILY LENDING TMSA#page2.tif

source=ARBOR MULTIFAMILY LENDING TMSA#page3.tif

source=ARBOR MULTIFAMILY LENDING TMSA#page4.tif

source=SCHEDULE A#page1.tif

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ARBOR MULTIFAMILY LENDING, LLC, a Delaware limited liability company (the "Loan Party") with principal offices at 333 Earle Ovington Boulevard, Suite 900, Uniondale, New York 11553, hereby grants to Bank of America, N.A., as Credit Agent, with principal offices at 225 Franklin Street, Second Floor, Boston, Massachusetts 02110, (the "Grantee") a continuing security interest in (i) all of the Loan Party's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the UCC) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Grant") is made to secure the satisfactory performance and payment of all the Obligations of the Loan Party, as such term is defined in the Security Agreement between the Loan Party and the Grantee, dated as of July 16, 2016 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Upon the payment in full of the Obligations (other than contingent obligations not yet due and payable) and termination of the Security Agreement, the Grantee shall execute, acknowledge, and deliver to the Loan Party an instrument in writing in recordable form releasing the grant and security interest in the Marks and other Collateral (as such term is defined in the Security Agreement) under this Grant.

This Grant may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute a single contract. Delivery of an executed signature page to this Grant by facsimile or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Grant.

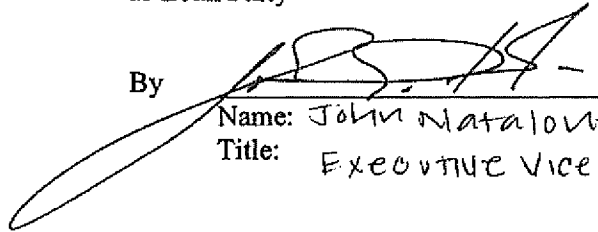
This Grant shall be construed in accordance with and governed by the law of the State of New York and shall take effect as a sealed instrument pursuant to the laws of said State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Grant as a sealed instrument as of the first date written above.

ARBOR MULTIFAMILY LENDING,
LLC, a Delaware limited liability company,
as Loan Party

By



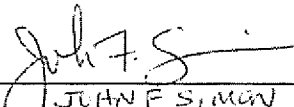
Name: John Natale
Title: Executive Vice President

[Signatures continue on the following page]

Signature Page to Grant of Security Interest
in United States Trademarks

TRADEMARK
REEL: 005836 FRAME: 0286

BANK OF AMERICA, N.A., as Collateral
Agent and Grantee

By 
Name: JUAN F. SIMON
Title: SVP

Signature Page to Grant of Security Interest
in United States Trademarks

TRADEMARK
REEL: 005836 FRAME: 0287

SCHEDULE A

MARK	REG NO	REG DATE
“ARBOR”	1,744,027	December 29, 1992
“GROWING FINANCIAL PARTNERSHIPS”	3,504,400	September 23, 2008
Tree (Design)(Actual)	4,139,106	May 8, 2012
“No Matter How You Word It, We Do Multifamily Lending Best” (Actual)	4,139,034	May 8, 2012
“ALEX”	86-504082	January 15, 2015

2007675.4